



AmTrust Europe
An AmTrust Financial Company

TENANTS CONTENTS INSURANCE POLICY

A GUIDE TO YOUR TENANTS CONTENT INSURANCE POLICY

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Introduction

Welcome to the AmTrust Europe Limited Tenants **Contents** Insurance Policy.

This document, the Schedule and any endorsements set out the terms of the contract between **You** and **Us**. Please read the policy, schedule and any endorsements to make sure they provide the cover **You** want. If they are not correct, or do not meet **Your** needs, please immediately return this policy document to the person who arranged this insurance for **You**.

The schedule sets out the sums insured (the amount of cover **You** have) and the sections of the policy which apply. If **Your** insurance needs changing during the period of insurance please let **Us** know as soon as possible. **You** must tell **Us** about any changes in **Your** circumstances. If **You** don't, **Your** policy may not be valid.

Your policy is designed to be amended easily and **We** will issue a new schedule or endorsement each time the policy is altered.

You must also tell **Us** if at any time the sums insured shown in the Schedule are not enough. Following a claim **We** can make a cash payment, carry out the necessary repairs, or replace the item.

Our agreement.

In return for **Your** premium **We** will insure **You** during the period of insurance, under the terms set out in this policy document, the schedule and any endorsement **We** have issued.

Signed for and on behalf of AmTrust Europe Limited



K W Wardell
Managing Director

Please keep **Your** policy in a safe place. **You** may need to read it if **You** need to make a claim or if **You** need help.

Definitions

Certain words in **Your** policy are printed in **bold** type and these have been given a specific meaning as follows:

Aerials

Satellite dishes, television or radio **Aerials**, **Aerial** fittings, **Aerial** masts and plinths.

Building(s)

The **Home** and its domestic outbuildings, garages, greenhouses, terraces, patios, drives, footpaths, walls, fences, interior decorations, hedges, gates and fixtures and fittings

Contents

Household goods, furnishings and appliances, fixtures and fittings, interior decorations including carpets and floor coverings and **Aerials** which **You** are responsible for.

Home / Private Residence

The insured property as stated in the schedule and the fixtures and fittings

Money

Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving certificates, premium bonds, luncheon vouchers, travellers cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.

Personal effects

Clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable television, sports equipment and pedal cycles

Unoccupied

The **Home** is **Unoccupied** when:

- It does not have enough furnishings for normal use as a **Home**; and
- Contains no personal effects; or
- it has not been lived in for more than 14 consecutive days in which case it must be inspected every 14 days.

Valuables

Any article made from precious metal, jewellery, fur, watches, photographic equipment, video cameras, computer related equipment, binoculars, telescopes, pictures, works of art, curios, stamp collections, coin collections or medal collections.

We, Us, Our

AmTrust Europe Limited whose registered address is Market Square House, St James's Street, Nottingham, NG1 6FG. Reg No. 1229676.

Authorised and regulated by the Financial Services Authority.

You, Your

The person or people named in the schedule.

What are Contents?

All of the following things are included provided that:

- 1) They belong to **You** or **You** are legally liable for them and
- 2) They are mainly used for private purposes:

Household goods – including tenants fixtures, fittings and interior decorations

Personal effects – Cover is included whilst in the **Home** but away from the **Home** cover is optional and is applicable only if indicated on **Your** schedule in Section B

What things are not covered?

- a) Watercraft (which includes sailboards and surfboards) aircraft, caravans, trailers and mechanically propelled vehicles (which include motor cycles and children's motor cycles and motor cars) but lawnmowers and garden implements are covered
- b) Parts accessories tools fitted radios cassette players and compact disc players for things excluded in a) above
- c) Landlords fixtures and fittings
- d) Property more specifically insured by any other insurance
- e) Animals
- f) Documents other than as shown in Cover 16
- g) Property primarily used for business purposes

What is the most We will pay?

We will not pay more in total than the **Contents** sum insured for any one claim under causes 1 – 11 and Covers 12 – 16, 19 – 21

We will pay in addition any amounts due under Covers 17 and 18

The following limits apply:

for any one **Valuable** - £1000
for any one claim for **Valuables** - £1500
for **Money** - £250
for any one pedal cycle - £750
for tenants liability to landlord - £2,500
for frozen food loss - £250

What is covered?

Your policy covers loss or damage to **Your Contents** and **Personal effects** while they are in the **Private Residence** by the following **Causes**:

Causes

- 1) Fire, explosion, lightning, earthquake
- 2) Storm or flood
- 3) Riot, civil commotions, strikes, labour and political disturbances
- 4) Malicious persons
- 5) Subsidence, landslip or ground heave of the site on which the **Building** stands
- 6) Escape of water from
 - a) A fixed: water installation, drainage installation, heating installation
 - b) A washing machine, dishwasher, refrigerator or deep freeze cabinet
- 7) Theft or attempted theft

What is not covered?

We will not pay for the following:
The amount of the Excess shown in the schedule

- 2) Loss or damage:
 - a) By frost
 - b) To property in the open
- 4) Loss or damage while the **Private Residence** has been **Unoccupied** for 14 consecutive days or more
- 6) Loss or damage while the **Private Residence** has been **Unoccupied** for 14 consecutive days or more
- 7)
 - a) Loss or damage while the **Private Residence** has been **Unoccupied** for 14 consecutive days or more
 - b) Theft from mechanically propelled vehicles
 - c) Theft from the open (see cover 14)
 - d) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason

We will not pay for the following unless there has been violent and forcible entry to or exit from the **Private Residence**

What is covered?

- 8) Collision by
 - a) Aircraft or **Aerial** devices (or anything dropped from them)
 - b) Vehicles (or anything dropped from them)
 - c) Animals
- 9) Breakage or collapse of radio or television **Aerials**
- 10) Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil fired heating installation
- 11) Falling trees or branches

The following covers are included in this section:

12) MIRRORS AND GLASS

Accidental damage to

- 1. Mirrors
- 2. Fixed glass in and glass tops on furniture
- 3. Ceramic hobs and ceramic tops of cookers

13) AUDIO AND AUDIO VISUAL EQUIPMENT

Accidental damage to

- 1. Television sets and their **Aerials**
- 2. Radios
- 3. Record players, compact disc players and tape recorders
- 4. Video recorders
- 5. Home computers

We will not pay more than £500 for any satellite dish

What is not covered?

- e) Loss or damage from any part of the **Private Residence** which is used for any trade business or profession
- f) Loss or damage from the **Private Residence** if any part is lent, let or sub-let or occupied by anyone but **You**
- g) Theft of **Money**

Minimum Security requirements may apply see page 14 and policy schedule

- 8) Loss or damage caused by pets or insects
- 9) Loss or damage to the **Aerial** itself (see cover 13)
- 11) The cost of removal of the tree or branch
- 12)
 - a) Loss or damage while the **Private Residence** has been **Unoccupied** for 14 consecutive days or more
 - b) Damage to property not in the **Private Residence**
- 13)
 - a) Damage to equipment designed to be portable whilst it is being transported, carried or moved
 - b) Mechanical or electrical breakdown or derangement
 - c) Damage to records, discs, cassettes and tapes
 - d) Damage by or in the process of cleaning, maintenance, repair or dismantling
 - e) Damage to equipment not in or on the **Private Residence**

What is covered?

14) CONTENTS REMOVED TO THE GARDEN

Loss or damage by Causes 1 – 11 to **Contents** while removed to the open within the boundaries of the land belonging to the **Private Residence**

We will not pay more than £250 for any one claim

15) TEMPORARY REMOVAL

Loss or damage by Causes 1 – 11 to **Contents** temporarily removed from the **Private Residence** while

1. Anywhere in Europe, Jordan, Madeira the Canary and Mediterranean Islands and those countries bordering the Mediterranean or
2. Anywhere in the world for up to 60 days during any period of insurance

We will not pay more than the **Contents** sum insured for any one claim

16) DOCUMENTS

Loss or damage by Cause 1 – 11 to documents (other than **Money**) deposited for safe custody in any bank safe deposit or bank or solicitor's strongroom anywhere in the world

We will not pay more than £100 for any one claim

17) RENT AND ALTERNATIVE ACCOMMODATION

While the **Private Residence** cannot be lived in because of loss or damage covered by this policy **We** will pay for

1. Rent payable for which **You** are legally liable
2. The reasonable cost of alternative accommodation up to a maximum of 20% of the **Contents** sum insured for any one claim

What is not covered?

14)

- a) Loss or Damage to **Valuables** or **Money**

Loss or Damage to plants

15) Loss or damage

- a) By storm or flood to property in the open
- b) By frost
- c) From a caravan, mobile home or motor home
- d) By theft unless it involves violent and forcible entry to or exit from the **building**
- e) Outside the United Kingdom the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons

What is covered?

The following Cover is included in this section:

18) YOUR LIABILITY TO THE OWNER OF THE BUILDING

(Applicable if the **Building** is rented)

We will pay for accidental loss or damage to the **Building** and landlords **Contents** for which **You** are legally liable as tenant

We will not pay more than £2,500 for any one claim

19) OCCUPIERS PERSONAL LIABILITIES

We will pay for all sums which **You** or a member of **Your** immediate family permanently living with **You** are legally liable to pay in respect of accidents occurring during the period of insurance resulting in:

1. death of, bodily injury to or illness of any person
2. loss of or damage to property

The most **We** will pay for any one claim is:

- a) £2,000,000 other than for death of, injury to, or illness of **Your** domestic employees
- b) £10,000,000 in respect of death of, injury to, or illness of **Your** domestic employees for death, injury or illness arising directly out of and in the course of their employment with **You**

We will pay for defence costs and expenses incurred with **Our** written consent in addition to the amount of £2,000,000 in a) stated above but such costs and expenses shall be included within the amount of £10,000,000 stated in b) above

In the event of **Your** death **We** will indemnify **Your** legal personal representatives under the terms of this insurance in respect of liability incurred by **You** or an immediate member of **Your** family permanently living with **You**.

What is not covered?

18)

1. Loss or damage to gates, hedges and fences
2. Malicious damage

19) Liability:

1. For death of, bodily injury to, or illness of a member of **Your** family
2. For damage to property belonging to or under the control of **You** or a member of **Your** immediate family or to a person employed by **You** or a member of **Your** family
3. Arising from a contract, whether written or not, which imposes a liability which **You** or any member of **Your** family would not otherwise be under
4. Arising out of any business or profession
5. Arising out of the ownership of the **Building** and its land or any other land or premises
6. Arising out of the occupation of land or premises other than the **Building** and its land at the address of the **Home** shown in the schedule
7. Arising out of the use, ownership or possession of aircraft, hovercraft, watercraft, motor vehicles for which a Certificate of Insurance is required under the Road Traffic Act, caravans or lifts, animals of a dangerous species and livestock as defined in Animals Act 1971 (other than horses for private hacking)
8. Arising from the transmission of any communicable disease or virus

What is covered?

20) REPLACEMENT OF LOCKS

We will pay for the cost of replacing keys and locks to an external door of the **Private Residence** or any safe following the loss of their keys

We will not pay more than £250 for any one claim

21) ACCIDENTAL LOSS OF OIL AND METERED WATER

We will pay for loss of domestic heating oil and metered water

We will not pay more than £1,000 for any one claim

22) **Your** liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from the **Private Residence** and subsequent unauthorised use by any person not related to or residing with **You**

We will not pay more than £250 for any one claim

23) FROZEN FOOD LOSS

We will pay for the cost of replacing food in **Your** freezer in the **Private Residence** damaged as a result of:

- a) Accidental breakage of freezer
- b) Escape from the unit of refrigerant
- c) Accidental failure of electricity or gas supply

We will not pay more than £250 for any one claim

What is not covered?

20) The cost of replacing keys and locks to a garage or outbuilding

22) Any loss unless

- a) **You** have complied with the terms and conditions of the issuing authority
- b) There has been violent and forcible entry to or exit from the **Private Residence**

23) Any loss

- a) Caused by deliberate act of the supply authority or company or as a result of any strike or withdrawal of labour
- b) Caused by deliberate act of **You** or anyone in the **Private Residence** at **Your** invitation
- c) Involving a freezer unit 15 years old or more

NOTE

All claims for food loss must be supported by an invoice covering repair of the freezer which the attending engineer must sign to confirm **Your** food loss and the amount **You** are claiming.

Freezer **Contents** must be retained by **You** in a sealed plastic bag until **We** ask **You** to dispose of them.

Policy Excesses

You must pay an amount towards each claim which is called the 'excess' and this is £85.

Claims procedure and conditions

If **You** wish to make a claim, **You** may either contact the intermediary who arranged cover for **You** or **Us**. When submitting a claim form **You** must give **Your** policy number.

You must do the following:

- a) Give **Us** full written details of **Your** Claim as soon as reasonably possible, and always within 30days.
- b) Tell the police immediately if damage has been caused by theft, attempted theft, malicious acts or vandals.
- c) Take all reasonable steps to reduce and prevent any further injury, loss or damage.
- d) Give **Us**, at **Your** expense, all information and evidence (including written estimates and proof of ownership and value) **We** ask for.
- e) Send to **Us** (unanswered) every letter, claim, writ, summons or other legal document **You** received in relation to the claim.
- f) Supply, at **Your** own expense, all information and help **We** ask for.
- g) All claims for food loss must be supported by an orAmTrust Europe Limited invoice-covering repair of the freezer which the attending engineer must sign to confirm **Your** food loss and the amount **You** are claiming. Freezer **Contents** subject to claim should be retained in a sealed plastic bag until **We** tell **You** to dispose of them.

You must not do the following:

- a) Abandon any item to **Us**.
- b) Dispose of any damaged items before **We** have inspected them.
- c) Negotiate, admit or settle any claim or offer without **Our** permission in writing

We may do the following:

- a) Enter any of the **Buildings** where damage has happened, keep the insured property and deal with the salvage in a reasonable way.
- b) Prosecute (in **Your** name for **Our** own benefit), any other person in respect of any amount **We** have or must pay
- c) Appoint a loss adjuster to deal with the claim
- d) Arrange to repair the damage to the property

Settling claims for loss or damage

If **Contents** are damaged, and the sum insured is at least equal to the cost of replacing the **Contents**, **We** will usually replace the items as new. However **We** may;

- Pay the cost of replacing the item as new, or
- Pay the cost of repairing any item if this is appropriate
- Claims in respect of clothing will be adjusted to reflect wear, tear and depreciation

We will not pay for replacing any undamaged part or item forming part of a set

Claims procedure and conditions (continued)

The most **We** will pay for any one claim is the sum insured for as **Contents**, as shown on the schedule, Less any excess.

If at the time of loss or damage, the sum insured for **Contents** is less than the full cost of replacing all the **Contents** any claim payments will be reduced by the proportion which the sum insured bears to the cost of replacing all the **Contents**.

We will not reduce the sum insured after a claim as long as the repair work is completed, and any recommendations **We** make to prevent further loss or damage, are carried out without delay

Other insurances

If **You** have any other insurance policies which cover the same loss, damage or liability as this policy, **We** will pay only **Our** share of the claim.

Rights to recovery

We may take, or ask **You** to take, any action necessary to recover from a third party any costs **We** become liable for under this policy. **We** may do this before or after **We** pay **Your** claim.

General Exclusions

This Policy does not cover the following:

- 1) Existing Damage
 - a) Any loss or damage occurring before the start of this policy.
 - b) Any loss or damage deliberately caused by **You** or anyone working on **Your** behalf.
- 2) Use of the **Building**
 - a) Any loss or damage caused by cooking in rooms other than rooms that are fitted and designed as kitchens.
 - b) Any loss or damage caused by any portable heaters.
 - c) Costs for keeping to any requirements or regulations **You** knew of before the loss or damage occurred.
- 3) Loss of value and consequential loss
 - a) Loss of value of the **Building, Contents** or any other property insured.
 - b) Consequential loss (that is, any loss which happens as a result of, or is a side effect of, the main thing **You** are insured for).
- 4) Pairs and sets
The cost of replacing or altering any undamaged part or item forming part of a set.
- 5) Property not covered
 - a) Living creatures
 - b) Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them.
 - c) Property more specifically insured by any other policy.
 - d) Plants trees and shrubs in the garden.

General Exclusions (continued)

- 6) Radioactive contamination
Loss of or damage or legal liability directly or indirectly caused by:
 - a) Ionising radiation or radioactive contamination from any from any nuclear waste arising from burning of nuclear fuel;
 - b) The radioactive, poisonous explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment

- 7) Property being confiscated or detained by any government or public or local authority
- 8) Sonic bangs
Loss of or damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.
- 9) War, riot and civil commotion risks
Loss, damage or liability caused by war, invasion, riot, revolution, civil commotion or any similar event.
- 10) Electronic date recognition
Failure of any electrical equipment to recognise or interpret any date change correctly.

General conditions

- 1) **You** must keep to the terms and conditions of this policy.
- 2) Changes in circumstances
 - a) **You** must immediately tell **Us** about any change in **Your** circumstances. In particular **You** must tell **Us** if there is a change to:
 - The address of the property insured;
 - The use of the property (including if the property becomes **Unoccupied** for any reason other than waiting for a tenant to move in);or
 - The property's structure
 - b) **You** must tell **Us** if, at any time, the total cost of replacing the **Contents** is greater than the sum insured.
 - c) If the **Home** is unattended for more than 14 days in a row **You** must
 - Turn off the water at the mains and drain the system; and
 - Turn off any oil supply at the tank
- 3) Maintenance and safety requirements
 - a) All gas and electrical appliances and installations must be inspected as required by the appropriate legislation. Records of all inspections/work including repairs, replacement, maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept by **You** or a responsible person acting on **Your** behalf. **We** must be able to inspect these records upon request.
 - b) All upholstered furniture must meet the Fire and Furniture Regulations Act. Any furniture added to the property after 1st March 1993 must keep to the relevant fire resistance requirements.
- 4) Minimum security requirements
The following minimum-security requirements apply if shown on **Your** schedule to maintain cover for theft or attempted theft from the **Building**.
 - a) A deadlock conforming to a minimum of British Standard 3621 fitted to the final exit door of the **Private Residence** (excluding domestic garages and outbuildings)
 - b) Key operated security bolts fitted top and bottom to each leaf of all other external doors of the **Private Residence** (excluding domestic garages and outbuildings) supplementing any existing locks.
 - c) Key operated security bolts incorporating security bolts fitted to sliding patio doors

- d) Key operated window locks fitted to all ground floor and other accessible windows and skylights forming part of the **Private Residence** (excluding domestic garages and outbuildings)
- e) Locks and padlocks fitted to all doors of domestic garages and outbuildings

These securities must be put into operation and the keys removed from the locks when:

- a) The **Private Residence** is left unattended
- b) The household retires for the night (window locks in occupied bedrooms do not have to be put into operation at night)

5) Personal representatives
If **You** die, **Your** personal representatives will have the benefit of this insurance for the rest of the current period of insurance as long as:

- a) They tell **Us**, as soon as possible, about **Your** death; and
- b) They keep to all terms and conditions of this policy.

6) Cancellation

- a) If **You** pay an annual premium:
We may cancel the policy by writing to **You** at **Your** last known address confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel the policy by giving **Us** written instructions.
- b) If **You** or **We** cancel the policy, and **You** have not made a claim during the current period of insurance, **We** will refund the premium, less an administration fee, for any remaining period of cover.
- c) If **You** pay a monthly premium:
We may cancel the policy by writing to **You** at **Your** last known address and confirming that all cover will end 7 days after the date of **Our** letter (if **We** are cancelling the policy because a premium has not been paid); or 14 days after the date of **Our** letter (if **We** are cancelling the policy for any other reason).
- d) If **We** cancel the policy, and **You** have not made a claim during the current period of insurance, **We** will refund the premium for any remaining period of cover.

7) Fraudulent claims.

We will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and recover any **Money We** have paid to **You** or **Your** representative.

8) Governing law.

Under UK law **You** and **We** can choose the law that will apply to this contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by English law. If there is any dispute as to which law, it shall be English law.

Endorsements

If the **Home** is **Unoccupied** for any reason (e.g. during the student holiday) the following will apply:

- a) **You** or **Your** agents must inspect the **Home** at least every 14 days to make sure that:
 - The gas and electricity is turned off at the mains
 - The water supply is turned off at the mains and the system is drained (unless adequate level of heating is maintained from fixed heating appliances):
 - All outside doors are securely locked:
 - All ground-floor and accessible upper-floors windows are securely fastened and any broken windows boarded up; and
 - The **Building** and all yards and areas surrounding the **Building** are free from fuel and waste materials.

b) If the **Buildings** are broken into or vandalised. **You** must immediately:

- Make the property safe and secure;
- Follow the claims procedure set out in this policy

Complaints procedure

We always aim to provide a first class service. However, if **You** have any complaint **You** should, contact the person who arranged this insurance for **You**.

If the matter is not resolved to **Your** satisfaction, please write to:

Managing Director
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

If **You** are still not satisfied **You** can contact the:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.

The complaints procedure above does not affect any legal right **You** may have to take action against **Us**.

This policy is provided by: AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Tel. 0115 941 1022. Reg No 1229676.

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS at www.fscs.org.uk or on 020 7892 7300.

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.